



**BURR RIDGE SUBDIVISION ORDINANCE**  
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Appendix V-A

Public Utility and Drainage Easement Provisions

Non-exclusive, perpetual easements are reserved and granted for the Village of Burr Ridge and to those public utility companies operating under franchises from the Village of Burr Ridge including, but not limited to, Commonwealth Edison Company, Ameritech, NICOR, A.T. & T Cable, and their successors and assigns over all areas marked, "Public Utilities and Drainage Easement" and those areas designated "P.U & D.E." on the plat for the perpetual right, privilege and authority to construct, reconstruct, repair inspect, maintain, and operate various utility transmission and distribution systems, and including but not limited to overland drainage, storm and /or sanitary sewers, together with any and all necessary manholes, catch basins, connections, appliances and other structures and appurtenances as may be deemed necessary be said Village and / or utility companies, over upon, along, under and through said indicated easement, together with right of access across the property for necessary personnel and equipment to do any of the above work. The right is also granted to cut down and trim or remove any fences, temporary structures, trees, shrubs, or other plants without obligation to restore or replace and without need for providing compensation therefore on the easement that interfere with the operation of the sewers or other utilities. No permanent buildings or structures shall be placed on said easement, but same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses or rights. Where an easement is used for both sewer and other utilities, the other utility installation shall be subject to the ordinances of the Village of Burr Ridge and to Village approval as to design and location.

Perpetual easements are hereby reserved for and granted to the Village of Burr Ridge and other governmental authorities having jurisdiction of the land subdivided hereby, over the entire easement area for ingress, egress, and the performance of municipal and other governmental services including water, storm, and sanitary sewer service and maintenance and emergency and routine police, fire, and other public safety related services.



Appendix V-B

Easement to the Village for Drainage and Detention Maintenance

Declarant hereby reserves and grants to the Village of Burr Ridge easements in over, under, through, and upon those areas designated on the plat as “drainage and detention easement” or D.E.” (*Specify storm water outlots and drainage easements*) for purposes of providing adequate stormwater drainage control together with reasonable access thereto. Said easements shall be perpetual and shall run with the land and shall be binding upon the declarant, its successors, heirs, executors and assigns. To ensure the integrity of the stormwater facilities, no obstruction shall be placed, nor alterations made, including alterations in the final topographical grading plan which in any manner impede or diminish stormwater drainage of detention in, over, under, through or upon said easement areas. In the event such obstruction or alterations are found to exist, or if the property owner of Homeowners Association otherwise fails to properly maintain the stormwater facilities on (specify storm water outlots, e.g. Outlot A, and drainage easements), the Village shall, upon seventy-two (72) hours prior notice to the property owner and/or Homeowners Association (or any owner of property within the subdivision in the event that no information relative to a contract person for the Homeowners’ Association is provided to the Village), have the right, but not the duty, to perform, or have performed on its behalf, any maintenance work to or upon the stormwater facilities on (specify storm water outlots, e.g. Outlot A, and drainage easements) or to remove said obstruction or alterations or to perform other maintenance, repair, alteration or replacement as may reasonably be necessary to ensure that adequate stormwater storage, storm drainage, detention and retention facilities and appurtenances thereto remain fully operational and that the condition of said (*Specify storm water outlots and drainage easements*) complies with all applicable Village codes. In the event of an emergency situation, as determined by the Village, the seventy-two (72) hours prior notice requirement set forth above shall not apply, and the Village shall have the right, but not the duty, to proceed without notice to the property owner or Homeowners Association.

In the event the Village shall perform, or have performed on its behalf, any maintenance repair, alteration, ore replacement work to or upon the stormwater facilities on (*Specify storm water outlots and drainage easements*) as set forth in this easement, or any removal as aforesaid, the cost of such work shall, upon recordation of Notice of Lien with the Recorder of Deeds of Du Page (*or*) Cook County, Illinois, constitute a lien against the assets of the Homeowners Association and against (*Specify storm water outlots and drainage easements*) as well as each and every lot within the subdivision.

The cost of the work incurred by the Village shall include all expenses and costs associated with the performance of such work including, but not limited to, reasonable engineering, consulting and attorneys’ fees related to the planning and actual performance of the work.

If it is determined by the Homeowners Association that alterations to the stormwater facilities within (*Specify storm water outlots and drainage easements*) are necessary to properly maintain the integrity of the stormwater facilities, the Village shall first be notified by the Homeowners Association of said proposed alteration. No such alteration shall take place without the prior approval of the Village. The Village may, in its direction, require the submittal of plans and specifications for Village approval before said alteration may take place.



Appendix V-C

Responsibility of Property Owners

The Owners of Lots 1, 2, 3, and 4 are responsible for maintenance of all landscaping areas with in the adjoining side of 62<sup>nd</sup> Street including the landscaping island in the cul de sac turnaround and the landscaping of the parkway on the adjoining side of the 62<sup>nd</sup> Street and Garfield Avenue. The Owners shall maintain those specified areas and features described above in a manner consistent with the plans approved by the Village and the standards typical of private property maintenance throughout the community. In the event the Owners fail to properly maintain these areas, the Village shall, upon seventy-two (72) hours prior notice to the Owners, have the right, but not the duty, to perform, or have performed on its behalf, any maintenance work to or upon the specified areas and features. In the event of an emergency situation, as determined by the Village, the seventy-two (72) hours prior notice requirement set forth above shall not apply, and the Village shall have the right, but not the duty, to proceed without notice to the property owner(s).

In the event the Village shall perform, or have performed on its behalf, any maintenance work of the specified areas or features, the cost of such work shall, upon recordation of Notice of Lien with the Recorder of Deeds of DuPage County, Illinois, constitute a lien against the assets of the property owners and against each and every lot within the subdivision. The cost of the work incurred by the Village shall include all expenses and costs associated with the performance of such work including, but not limited to, reasonable engineering, consulting and attorneys' fees related to the planning and actual performance of the work.

Appendix V-D

Restricted Access Easement

Restricted access easements are hereby reserved for and granted to the Village of Burr Ridge, and its successors and assigns in, on, over, upon across, under, and through those areas depicted on the Plat as a "Restricted Access Easement". The purpose of said easements is to allow the Village of Burr Ridge to prohibit any and all improvements, driveways, curb cuts, and related facilities intended for the purpose of ingress and egress by motorized vehicles from the public right-of-way to the private property.

Said easements herein granted are perpetual easements and shall run with the land and all covenants, agreements, terms, conditions, obligations, rights, and interest herein contained are provided for and shall likewise inure to the benefit of the parties hereto, their heirs, executors, successors, grantees, lessees, and assigns.



Appendix V-E

FAR for Lots with Stormwater Easements

Owner and Developer hereby warrant and covenant that in calculating the permitted floor area for lots that contain stormwater detention easements, the area of said stormwater detention easements shall be excluded from the floor area ratio (FAR) calculation. For example, a lot with a gross area of 35,000 square feet and which contains a stormwater detention easement covering 3,000 square feet of the lot, would have a net lot area of 32,000 square feet for purposes of determining the maximum permitted floor area.

Appendix V-F

Subdivision Entryway Sign Easement

A perpetual easement is hereby reserved and granted for a Subdivision Entryway Sign Easement for the Homeowners' Association (the "Association") and the Village of Burr Ridge (the "Village") and their successors and assigns, over, upon, under, through, and along all areas marked "Subdivision Entryway Sign Easement" on the plat. Said easement shall be for the perpetual right, privilege and authority to construct, reconstruct, repair, replace, inspect, trim, cut down, remove, and maintain, a subdivision entryway sign and landscaping appurtenant thereto as may be determined necessary by the Association and in a manner consistent with plans tendered to and approved by the Village. No alteration, permanent structures, landscaping, grading, or appurtenances therein shall be allowed in this easement without the prior written approval of the Association and the Village.

The Association shall maintain the subdivision entryway sign and landscaping appurtenant thereto in a manner consistent with the plans approved by the Village and the standards typical of private property maintenance throughout the community. In the event the Association fails to properly maintain this easement, the Village shall, upon seventy-two (72) hours prior notice to the Association or property owners (in the event that no information relative to a contact person for the Association is provided to the Village), have the right, but not the duty, to perform, or have performed on its behalf, any maintenance work to or upon the subdivision entryway sign and its appurtenant structures and landscaping. In the event of an emergency situation, as determined by the Village, the seventy-two (72) hours prior notice requirement set forth above shall not apply, and the Village shall have the right, but not the duty, to proceed without notice to the property owner(s) or Homeowners' Association.

In the event the Village shall perform, or have performed on its behalf, any maintenance work within this easement, the cost of such work shall, upon recordation of Notice of Lien with the Recorder of Deeds of [DuPage (or) Cook] County, Illinois, constitute a lien against the assets of the Homeowners Association and against each and every lot within the subdivision. The cost of the work incurred by the Village shall include all expenses and costs associated with the performance of such work including, but not limited to, reasonable engineering, consulting and attorneys' fees related to the planning and actual performance of the work.



Appendix V-G

Subdivision Fence Easement

A perpetual easement is hereby reserved and granted for a Subdivision Fence Easement for the Homeowners' Association (the "Association") and the Village of Burr Ridge (the "Village") and their successors and assigns, over, upon, under, through, and along all areas marked "Subdivision Fence Easement" on the plat. Said easement shall be for the perpetual right, privilege and authority to construct, reconstruct, repair, replace, inspect, trim, cut down, remove, and maintain, a subdivision fence as may be determined necessary by the Association and in a manner consistent with plans tendered to and approved by the Village. No alteration, permanent structures, landscaping, grading, or appurtenances therein shall be allowed in this easement without the prior written approval of the Association and the Village.

The Association shall maintain the subdivision fence in a manner consistent with the plans approved by the Village and the standards typical of private property maintenance throughout the community. In the event the Association fails to properly maintain this easement, the Village shall, upon seventy-two (72) hours prior notice to the Association or property owners (in the event that no information relative to a contact person for the Association is provided to the Village), have the right, but not the duty, to perform, or have performed on its behalf, any maintenance work to or upon the subdivision fence. In the event of an emergency situation, as determined by the Village, the seventy-two (72) hours prior notice requirement set forth above shall not apply, and the Village shall have the right, but not the duty, to proceed without notice to the property owner(s) or Homeowners' Association.

In the event the Village shall perform, or have performed on its behalf, any maintenance work within this easement, the cost of such work shall, upon recordation of Notice of Lien with the Recorder of Deeds of [DuPage (or) Cook] County, Illinois, constitute a lien against the assets of the Homeowners Association and against each and every lot within the subdivision. The cost of the work incurred by the Village shall include all expenses and costs associated with the performance of such work including, but not limited to, reasonable engineering, consulting and attorneys' fees related to the planning and actual performance of the work.



Appendix V-H

Subdivision Landscaping Easement

A perpetual easement is hereby reserved and granted for subdivision landscaping for the Homeowners' Association (the "Association") and the Village of Burr Ridge (the "Village") and their successors and assigns, over, upon, under, through, and along all areas marked "Landscaping Easement" on the plat. Said easement shall be for the perpetual right, privilege and authority to plant, maintain, repair, replace, inspect, trim, cut down, or remove landscaping as may be determined necessary by the Association and in a manner consistent with plans tendered to and approved by the Village. No alteration, permanent structures, landscaping, grading, or appurtenances therein that deviate from plans approved by the Association and the Village shall be allowed in this easement without the prior written approval of the Association and the Village.

The Association shall maintain the landscaping in said easement in a manner consistent with the plans approved by the Village and the standards typical of private property maintenance throughout the community. In the event the Association fails to properly maintain this easement, the Village shall, upon seventy-two (72) hours prior notice to the Association or property owners (in the event that no information relative to a contact person for the Association is provided to the Village), have the right, but not the duty, to perform, or have performed on its behalf, landscaping maintenance as described herein. In the event of an emergency situation, as determined by the Village, the seventy-two (72) hours prior notice requirement set forth above shall not apply, and the Village shall have the right, but not the duty, to proceed without notice to the property owner(s) or Homeowners' Association.

In the event the Village shall perform, or have performed on its behalf, any maintenance work within this easement, the cost of such work shall, upon recordation of Notice of Lien with the Recorder of Deeds of [DuPage (or) Cook] County, Illinois, constitute a lien against the assets of the Homeowners Association and against each and every lot within the subdivision. The cost of the work incurred by the Village shall include all expenses and costs associated with the performance of such work including, but not limited to, reasonable engineering, consulting and attorneys' fees related to the planning and actual performance of the work.

Appendix V-I

Notice of (*specify Annexation Agreement, Planned Unit Development etc.*) and Declaration

The land described herein and the lots created by this Plat are expressly subject to that certain (*specify Annexation Agreement, Planned Unit Development etc.*) dated \_\_\_\_\_ and recorded in the office of the Recorder of Deeds of [Cook (or) Du Page] County, Illinois on \_\_\_\_\_(date)\_\_\_\_\_ as Document Number \_\_\_\_\_, being titled "\_\_\_\_\_".

The land described herein and the lots created by this Plat are also expressly subject to that certain Declaration of Covenants and Restrictions for the \_\_\_\_\_ Subdivision filed of record with the Recorder of Deeds of [Cook (or) Du Page] County, Illinois, contemporaneous herewith (the "Declaration").